

SECTION 4 - FORM OF BID

Instructions – Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement.

4.1 Bidder Information

Business Name: SINK PAPER

Official Address: 12044 RIDGEMONT DR

URBANDALE, IA 50323

Remit to Address: 12044 RIDGEMONT DR

URBANDALE, IA 50323

Firm's State or Foreign Country of Residence: IOWA

Sales contact: AUSTIN KRUSENSTORWA

Telephone Number: 515-331-9000 Email: austin@sinkpaper.com

Fax Number: 515-331-9009

Order contact: CUSTOMER SERVICE

Telephone Number: 515-331-9000 x.1 Email: orders@sinkpaper.com

Billing contact: Shane Kitcham

Telephone Number: 515-331-9000 Email: shane@sinkpaper.com

Website: www.sinkpaper.com

4.2 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in the VSS solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder's objection or amendment in writing. The contract terms and conditions contained in the VSS solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.3 Terms and Conditions

The parties agree to comply with the terms and conditions in the VSS solicitation which are by this reference made a part of the Agreement.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.4 Terms of Pcard Acceptance

The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the following security measures:

- Bidder shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- When accepting orders online, Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- When accepting orders by phone, Bidder shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall shred any documentation with credit card numbers.

For additional information, see the [State of Iowa Purchasing Card Policy and Procedures Manual](#), or visit the [State Pcard website](#).

Bidder has read and agrees to this section: Yes ☒ No ☐

4.5 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating "yes", a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting

Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide, if requested, specific references and/or supportive information to verify the Bidder's compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the Agency may disqualify the Bid. Please enter the required information on the attachment and upload the document.

Bidder has read and agrees to this section:

Yes

☒

No

☐

4.6 Bidder Experience

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation.
- List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

• 92 years in Business (1929)

• 92 years

• Very Technical, we have held this contract for well over 15 years

• Chemicals, can liners, absorbents, foodservice disposables

4.7 Terminations, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this

RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.

- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

• NO

• NO

• N/A

• N/A

• NO

4.8 Bidder Reference

The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference. Please attach a document with the required information.

Polk County - Geri Marasco - 515-286-3812

Des Moines Public Schools - Mark Mattiussi - 515-242-7649

City of Des Moines - Michelle DePhillips - 515-238 4272

4.9 Preference

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder's residence. Enter the resident preference in the text box or indicate no preference.

Bidder's state has a preference law: Yes ☐ No ☐ **Bidder's state** _____

4.10 Open Competition

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.11 Silence of Specification

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.12 FOB Destination, Freight Prepaid

Bidder has read and agrees to this section: Yes ☐ No ☒

4.13 Delivery Time

Provide the expected number of days after receipt of order until delivered to the specified facility. Expected number of days: 1-7

Bidder has read and agrees to this section: Yes ☒ No ☐

4.14 Award by Either

The Iowa Department of Administrative Services reserves the right to award to the Bidder with the best overall price or to the Bidder with the best line item price.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.15 Administrative Fee

In addition to the approved discounts or prices specified in the Contract herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against this Contract. The fee shall be paid quarterly to the Iowa Department of Administrative Services, Central Procurement; Attn:

Chief Operating Officer, Level 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.16 Criminal History and Background Information

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.17 Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder's insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

4.17.1 Certificates of Coverage

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder.

4.17.2 Waiver of Subrogation Rights

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency's request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Bidder's receipt of such proceeds or payments.

4.17.3 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any

and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.18 Defective Items

All items found to be defective within the manufacturer's warranty period shall be returned and replaced with new items at the successful Bidder's expense.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.19 Standard of Quality

The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.20 Nonprofits

The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.21 Payment Terms

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder.

What discount will you give for payment in 15 days? N/A

What discount will you give for payment in 30 days? N/A

Bidder has read and agrees to this section: Yes ☒ No ☐

4.22 Quarterly Report

The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Julie Janssen email Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.23 Public Entities (Political Subdivisions)

The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.24 Firm Contract Pricing

Any contract that results from this bid will have firm pricing for one year.

Bidder has read and agrees to this section: Yes No

4.25 Invoicing

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB. Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.26 Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining "best and final offers." To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.27 Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer's level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder's documentation. Informational **Only: At the time**

of publishing of the IFB, one related PPI appears to be (WPU): 05310105- Natural Gas (others may exist). A link to the PPI Commodity Data is available at:

<https://www.bls.gov/ppi/>

- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.28 Additional Items or Manufacturers

The State reserves the right to add additional items or manufacturers to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Items or manufacturers may only be added upon the agreement of the Department of Administrative Services, Procurement and the Contracted Supplier.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.29 Substitution of Items During Term of Contract

Substitute brands or models may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of Department of Procurement Management, Bids & Contracts Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.30 Country of Origin

Bidder must be able to provide country of origin, if requested.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.31 Pricing

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the agency, by the respondent. All bid pricing must be rounded to the nearest hundredth (0.00), US currency.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.32 Pricing Restrictions

Pricing restrictions shall be disclosed at the time of bid. Bidders with pricing restrictions will be taken into consideration for minimum order quantities or total order amount required from the ordering agency.

Bidder has read and agrees to this section:

Yes

☒

No

☐

Attachment #1
Certification Letter
Alterations to this document are prohibited.

(Date) 3-12-2021

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to Iowa Department of Administrative Services for RFB0321005020 for Sanitary Papers are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Bidder is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder's Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,



Signature

Austin Kruevers-Derna

Name and Title of Authorized Representative

Purchasing
Manager

3/12/2011

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited.

(Date) 3/12/2021

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

Bidder hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB).

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,



Signature

Austin Kewenewser Purchasing Manager 3/12/2021
Name and Title of Authorized Representative Date

Attachment #3
Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

2. Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears and **CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder's request for confidentiality that does not comply with this form or a Bidder's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting the Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder's request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Bidder acknowledges that bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this bid response.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid.

****Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

SINK PAPER
Company

[Signature]
Signature (required)

RFB 0321005020
RFB Number

PURCHASING MANAGER
Title

SANITARY PAPERS
RFB Title

3/12/2021
Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Bidder is requesting confidential treatment of any information submitted in its Bid.

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Bidder's submission does not guarantee the agency will grant Bidder's request for confidentiality. The Agency may reject Bid entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

Please provide the information in the table below. Bidder may add additional lines if necessary or add additional pages using the same format as the table below.

Section 1 - Information Requested for Confidential Treatment				
Line Item	Information Requested for Confidential Treatment	Justification for Request	Agency's Response	Comments

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid immediately following the transmittal letter. A copy of this document shall be placed in all Bids submitted including the Public Copy.

****If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder's submittal to request confidentiality or rejection of the Bid as being non-responsive.***

****Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date

Attachment #4**2018-2021 MA17548 Spend**

ITEM NUMBER	ITEM DESCRIPTION	UOM	AMOUNT ORDERED	TOTAL SPEND
100-2000	02000 1PLY WHITE SCOTT HRT	CS	630	\$27,285.90
100-K21340	21340 2PLY WHITE FACIAL	CS	25	\$526.25
149-11440	11440 1PLY RESPONSE BATH	CS	4839	\$20,109.20
149-12375	12375 2PLY RESPONSE BATH	CS	29	\$1,220.32
149-12440	12440 2PLY RESPONSE BATH	CS	3244	\$117,625.00
149-21000	21000 2PLY WHITE NPS C-FOLD	CS	228	\$3,496.86
149-21280	21280 1PLY WHITE MULTI-FOLD	CS	3719	\$54,642.60
149-21580	21580 1PLY BROWN MULTI-FOLD	CS	10605	\$131,634.00
149-21980	21980 1PLY BROWN SINGLE-FOLD	CS	22015	\$298,262.00
149-30300	30300 WHITE HRT 8x800	CS	430	\$12,106.30
150-F150	F150 2ply Facial Tissue	CS	136	\$2,135.20
150-F950	F950 2ply Facial Tissue	CS	3097	\$48,622.80
150-FT100-2	FT100 2PLY FACIAL TISSUE	CS	2050	\$28,902.20
150-JRT1M2	JRT1M2 2PLY JR JUMBO BATH	CS	19	\$357.00
150-LN1218	LN1218 12X12 1PLY LUNCHEON	CS	5898	\$166,003.00
191-30310	30310 BROWN NPS HRT (NT203)	CS	752	\$12,327.30
			57716	\$925,255.93

March 3, 2021

To: All Potential Bidders
From: First Last, Purchasing Agent
Subject: RFB0321005020 Sanitary Papers

Addendum One

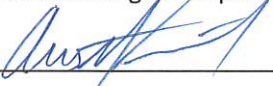
Please amend the subject RFB to include answers to the following timely received questions:

Q1. I noticed the bid didn't have any specs for the items. I figured they would be pulled from the last bid. Do you want me to send those to you? Specs are extremely important because of products called "cheaters". Just for an example, the 12440 is a 4.5x4.4" Sheet size with 500 sheets per roll and 96 rolls per case. What most distributors will do if spec is not explicitly states, is they will bid a "cheater sheet", which are a 4x3.25 or even smaller in order to provide a lower case cost. The 12440 has 6,660 cubic feet of 2ply toilet paper in it. Vs a 4"x3.25" will have just 4,337 cubic feet of 2ply toilet paper. Yet on a bid, the price per case will appear as though they are equals. Is there a way for you to pull the specs from the previous bid? If not, I can provide current specs on these items, as they all fell under spec on the last bid

A1. See below for Item Specifications:
Line 1. 1 ply 8" x 950'; 1.75" Core Diameter 6 Rolls/Case
Line 2. 8" X 8.4" 100/BX 30BX/CS
Line 3. 4.5" x 4.4" 1000Sh/Roll 96RI/CS
Line 4. 4.5x3.75" 500Sh/Roll 96RI/CS
Line 5. 4.5"x4.4" 500Sh/Roll 96RI/CS
Line 6. C-FOLD TOWEL 10.1"x12.75" 2400/CS
Line 7. MULTI-FOLD TOWEL 9.25"x9.4" 250Pk 16Pk/CS
Line 8. MULTI-FOLD TOWEL 9.25"x9.4" 4000/CS
Line 9. MULTI-FOLD TOWEL 9.25"x9.4" 4000/CS
Line 10. WHITE HRT 8"x800' 6RI/CS 60/SKD CS
Line 11. 2ply Facial Tissue Cascades 100/BX 30BX/CS
Line 12. 2ply Facial Tissue 100/Box 30BX/CS
Line 13. 2PLY FACIAL TISSUE 100ct 30BX/CS
Line 14. 2PLY JR JUMBO BATH TISSUE 3.5"x1000'/Roll 12RI/CS
Line 15. 6000/CT 30/PLT
Line 16. 7 7/8"x350'-2" CORE 12RI/CS

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.



Signature

3/12/2021

Date

AUSTIN KRUSENSTJERNA

Typed or Printed Name

March 8, 2021

To: All Potential Bidders
From: First Last, Purchasing Agent
Subject: RFB0321005020 Sanitary Papers

Addendum Three

Please amend the subject RFB to include answers to the following timely received questions:

Q1. Please advise what was the previous usage /year for the items in this bid?

A1.

Product	Description	U/M	Transaction	Quantity	UOM	Total Spend
100-2000	02000 1PLY WHITE SCOTT HRT	CS	Sale	385	CS	\$17,035.70
100-K21340	21340 2PLY WHITE FACIAL	CS	Sale	25	CS	\$526.25
149-11440	11440 1PLY RESPONSE BATH	CS	Sale	1624	CS	\$69,068.16
149-12375	12375 2PLY RESPONSE BATH	CS	Sale	29	CS	\$1,220.32
149-12440	12440 2PLY RESPONSE BATH	CS	Sale	835	CS	\$30,769.15
149-21000	21000 2Ply WHITE NPS C-FOLD	CS	Sale	110	CS	\$1,717.62
149-21280	21280 1PLY WHITE MULTI-FOLD	CS	Sale	1178	CS	\$18,358.34
149-21580	21580 1PLY BROWN MULTI-FOLD	CS	Sale	2984	CS	\$38,751.88
149-21980	21980 1PLY BROWN SINGLE-FOLD	CS	Sale	6148	CS	\$84,946.20
149-30300	30300 WHITE HRT 8x800	CS	Sale	210	CS	\$5,915.70
150-F950	F950 2ply Facial Tissue	CS	Sale	1707	CS	\$26,799.90
150-LN1218	LN1218 12X12 1PLY LUNCHEON	CS	Sale	1544	CS	\$44,817.60
						\$339,926.82

Q2. Can you provide a list of physical address delivery locations for this RFP?

A2. See the list below:

Anamosa State Penitentiary	406 North High St	Anamosa, Iowa 52205
Cherokee Mental Health Institute and Civil Commitment Unit for Sexual Offenders	1251 West Cedar Loop	Cherokee, Iowa 51012
Clarinda Correctional Facility	1800 N 16th St	Clarinda, Iowa 51632
Eldora - State Training School	3211 Edgington Ave	Eldora, Iowa 50627
Fort Dodge Correctional Facility	1550 "L" St	Ft Dodge, Iowa 50501
Ft. Madison - Iowa State Penitentiary	2111 330th Ave	Ft Madison, Iowa 52627
Glenwood Resource Center	711 South Vine	Glenwood, Iowa 51534

Independence Mental Health Institute	2277 Iowa Ave	Independence, Iowa 50644
Iowa Prison Industries	406 North High	Anamosa, Iowa 52205
Iowa Veterans Home	1301 Summit Street	Marshalltown, Iowa 50158-5485
Iowa Correction Institution for Women	420 Mill St SW	Mitchellville, Iowa 50169
Iowa Medical & Classification Center	2700 Coral Ridge Ave	Coralville, Iowa 52241
Mt Pleasant Correctional Facility	1200 E Washington St.	Mt Pleasant, Iowa 52641
Newton Correctional Facility	Box 218	Newton, Iowa 50208
North Central Correctional Facility	313 Lanedale	Rockwell City, Iowa 50579
Woodward Resource Center (WRC)	1251 - 334th St	Woodward, Iowa 50276
WRC - Central Distribution Center (CDC)	1251 - 334th St	Woodward, Iowa 50276

Q3. Will this award be potentially split amongst suppliers? Or will it be a single award?

A3. Per Section 1.5

There will be one Contract Awarded for this solicitation.

Q4. Attachment #4 - Line 3 - 11440 1PLY Response Bath CS QTY = 4839 Total Spend = \$20,109.20. Can you please confirm that the quantity and spend are correct for this item?

A4. The total quantity and spend listed is correct for years 2018-2021 on the previous contract

Q5. Attachment #4 - Line 15 - 150-LN1218 LN1218 12X12 1PLY LUNCHEON - Does this napkin only fit in a certain dispenser? Or is it universal?

A5. It is universal.

Q6. If the pricing information for the bid items be entered manually, which fields must be completed?

Q7. See the Attached RFB0321005020 Sanitary Papers Pricing Spreadsheet. Complete and Upload with your completed solicitation document.

Q7. Must the pricing information be manually entered for the Lots or is there a pricing workbook to complete and upload?

A7. See the Attached RFB0321005020 Sanitary Papers Pricing Spreadsheet. Complete and Upload with your completed solicitation document.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature

AUSTIN KRUSENSTERNA

Typed or Printed Name

Date

3/12/2021



March 4, 2021

To: All Potential Bidders
From: Julie Janssen, Purchasing Agent
Subject: RFB0321005020 Sanitary Papers

Addendum One

Please amend the subject RFB to include answers to the following timely received questions:

Q1. Can I assume a response with pricing and an alternate proposal siting the terms in our current agreement will be acceptable?

A1. Per Section 3.1 and Section 3.2 Equivalent and Alternative items that meet product specifications are allowed. You are allowed to cite your current Master Agreement pricing with your solicitation response.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature

Austin K. Ruse

Typed or Printed Name

Date

3/12/2021



Governor Kim Reynolds
Lt. Governor Adam Gregg
Adam Steen, Director

March 9, 2021

To: All Potential Bidders
From: Julie Janssen, Purchasing Agent
Subject: RFB0321005020 Sanitary Papers

Addendum Four

Please amend the subject RFB to include answers to the following timely received questions:

- Q1. If there are bid terms and conditions that Vendor cannot agree to, will the State allow Vendor to include clarifications and/or exceptions as part of it's bid submission?
A1. Yes, include the exceptions with your bid response.
- Q2. Per section 4.19, Standard of Quality, must specification sheets be submitted with bidders' responses for any alternate items?
A2. Bidder shall include specification sheets or a link to a website with specifications.
- Q3. Can the State please provide their current prices for the items being requested?
A3. See the current Master Agreement 17458D attached.
- Q4. Will the State consider extending the bid deadline?
A4. The State does not wish to extend the due date.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature

Austin Krusevski

Typed or Printed Name

Date

3/12/2021

RFB0321005020 Sanitary Paper Pricing								
Bidder Name:								
Item Description	Alternative Item Description	Alternative Item Number	ROLLS/CASE	CASE/PALLET	PALLET/ TRUCKLOAD	PRICE PER CASE \$	PRICE PER PALLET \$	PRICE PER TRUCKLOAD \$
TOILET PAPER Item# 100-2000, 02000 1PLY WHITE SCOTT HRT, 1 ply 8" x 950'; 1.75" Core Diameter 6 Rolls/Case			6	60	26	\$ 43.59	\$ 2,615.15	\$ 67,993.94
Item#100-K21340, 21340 2PLY WHITE FACIAL TISSUE, 8" X 8.4" 100/BX 30BX/CS	2ply Facial Tissue 8x8 100sh	13000	30 box	55	26	\$ 15.66	\$ 861.11	\$ 22,388.89
Item# 149-11440, 11440 1PLY RESPONSE BATH TOILET TISSUE, 4.5" x 4.4" 1000Sh/Roll 96RI/CS			96	25	26	\$ 44.47	\$ 1,111.87	\$ 28,908.59
Item#149-12375, 12375 2PLY RESPONSE BATH TOLIET TISSUE, 4.5x3.75" 500Sh/Roll			96	25	26	\$ 33.06	\$ 826.52	\$ 21,489.39
Item#149-12440, 12440 2PLY RESPONSE BATH TOLIET TISSUE, 4.5"x4.4" 500Sh/Roll			96	25	26	\$ 37.68	\$ 941.92	\$ 24,489.90
Item#149-21000, 21000 2Ply WHITE NPS C-FOLD TOWELS, 10.1"x12.75" 2400/CS			2400ct	63	26	\$ 13.53	\$ 852.09	\$ 22,154.36
Item#149-21280, 21280 1PLY WHITE MULTI-FOLD TOWEL, 9.25"X9.4" 250Pk			4000ct	90	26	\$ 16.04	\$ 1,443.64	\$ 37,534.55
Item#149-21580, 21580 1PLY BROWN MULTI-FOLD TOWEL, 9.25"X9.4" 4000/CS			4000ct	90	26	\$ 12.12	\$ 1,090.91	\$ 28,363.64
Item#149-21980, 21980 1PLY BROWN SINGLE-FOLD TOWEL,9.25"X9.4" 4000/CS			4000ct	70	26	\$ 13.33	\$ 933.33	\$ 24,266.67
Item#149-30300, 30300 WHITE HARD ROLL TOWEL 8"x800' 6Roll/CS			6	60	26	\$ 20.96	\$ 1,257.58	\$ 32,696.97
Item#150-F150, F150 2PLY FACIAL TISSUE BOX, Cascades 100/BX	2ply Facial Tissue 8x8 100sh	13000	30 box	55	26	\$ 15.66	\$ 861.11	\$ 22,388.89
Item#150-F950, F950 2PLY FACIAL TISSUE BOX, 100/Box 30BX/CS	2ply Facial Tissue 8x8 100sh	13000	30 box	55	26	\$ 15.66	\$ 861.11	\$ 22,388.89
Item#150-FT100-2, FT100 2PLY FACIAL TISSUE BOX, 100ct 30BX/CS			30 box	77	26	\$ 15.66	\$ 1,205.56	\$ 31,344.44
ITEM#150-JRT1M2,JRT1M2 2PLY JR JUMBO BATH TOILET TISSUE ROLL, 3.5"x1000'/Roll	2ply 3.3x1000' JRT Bath Tiss	19920	12	70	26	\$ 18.56	\$ 1,298.89	\$ 33,771.11
Item#150-LN1218, LN1218 12X12 1PLY LUNCHEON NAPKIN, 6000/CT 30/PLT	12x12 1ply Lunch Napkin 60	45214	6000ct	30	26	\$ 26.06	\$ 781.82	\$ 20,327.27
Item#191-30310, 30310 BROWN NPS HARD ROLL TOWELS (NT203), 7 7/8"X350'-2" CORE 12ROLL/CS			12	60	26	\$ 14.29	\$ 857.58	\$ 22,296.97
PROVIDE MINIMUM ORDER AMOUNT FOR SOLICITATION	No Minimum Order, orders less than Truckload will incur 7.5% charge, Except Woodward Orders of 10 pallets							
FREIGHT	Freight prepaid on orders above \$600.00							
% Discount Off Sanitary Paper Catalog Items								